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A Guide to Your Rights

For Tenants and Landlords

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San Francisco
Human Rights
Commission



OFFICE OF THE MAYOR
SAN FRANCISCO



DIANNE FEINSTEIN

This booklet was developed, researched, written, and edited by Juan Cruz and Ed Ilumin, with Don Hesse, Fair Housing Coordinator, San Francisco Human Rights Commission.

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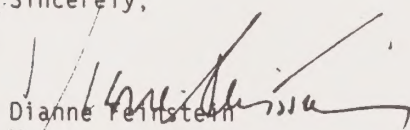
Mayor's Office of Housing and Community Development (OHCD) and the staff members of the San Francisco Rent Arbitration Board.

I am extremely grateful to everyone associated with this invaluable Guide for Tenants and Landlords. Their contributions have made this booklet a national model.

All San Franciscans join me in expressing our pride in your efforts and in thanking you so very much for your exemplary service to our citizens.

Warm personal regards.

Sincerely,


Dianne Feinstein
Mayor

In Memorium: Clarence Mitchell 1911 - 1984

Invaluable to the passage of the Fair Housing Law, Title VIII of the Civil Rights Act.

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PREFACE

This booklet is designed to give San Franciscans a basic understanding of the rights and responsibilities of landlords and tenants. There is a myriad of federal, state and local laws that cover the business relation between landlords and tenants. Remember it is a business relationship.

The information herein is correct up to July 1984. Be advised that these ordinances and laws are constantly changing. It would be wise to go to the responsible government agency or advocacy group if one needs more detailed information. For further information use the Guide to organizations on page 13.

Be sure to have as much information as possible regarding any problem, all documents, letters, contracts and a short clear version of what has occurred, will help on getting a quicker and complete resolution to one's problem.

As this is a business relationship, be sure all promises, understandings, agreements, receipts are written out, dated, and are signed by the appropriate parties. You should maintain a file containing all complaints and answers. This is the key to good tenant/landlord relations.

HOW TO USE THIS BOOKLET

Please read the preface, it will give you a frame of reference in regard to the purpose and aim of the booklet. Use the Table of Contents and find the appropriate section that you need. Use the Guide to Organizations serving tenants and landlords. Use the List of Publications for self-help and clarifying your questions and problems. (p. 17).

The numbers and letters after some of the statements in this booklet are the law citations that cover that particular area. CCC means California Civil Code. Example: (C.C.C. 54.2 P (a)).

HOUSING DISCRIMINATION

1. What is illegal housing discrimination?

A landlord, manager or real estate agent cannot refuse to rent, sell or negotiate with you because of your race, sex, national origin, religion, marital status, sexual orientation, physical disability, or the presence of children in the family.

This also includes any differential treatment: you may not be charged more rent, rental fees, higher deposits, shown fewer or different units, or offered less amenities, if the action is based on one of the above factors.

2. Can a landlord legally discriminate against me because I am on Social Security, or AFDC or any kind of assistance, or because of my age?

This is unclear. There have been good legal opinions which hold that such treatment is illegal under California's Unruh Act (Cal. Civil Code Sec. 51). However, there is presently no consistent, effective system to enforcement of this law.

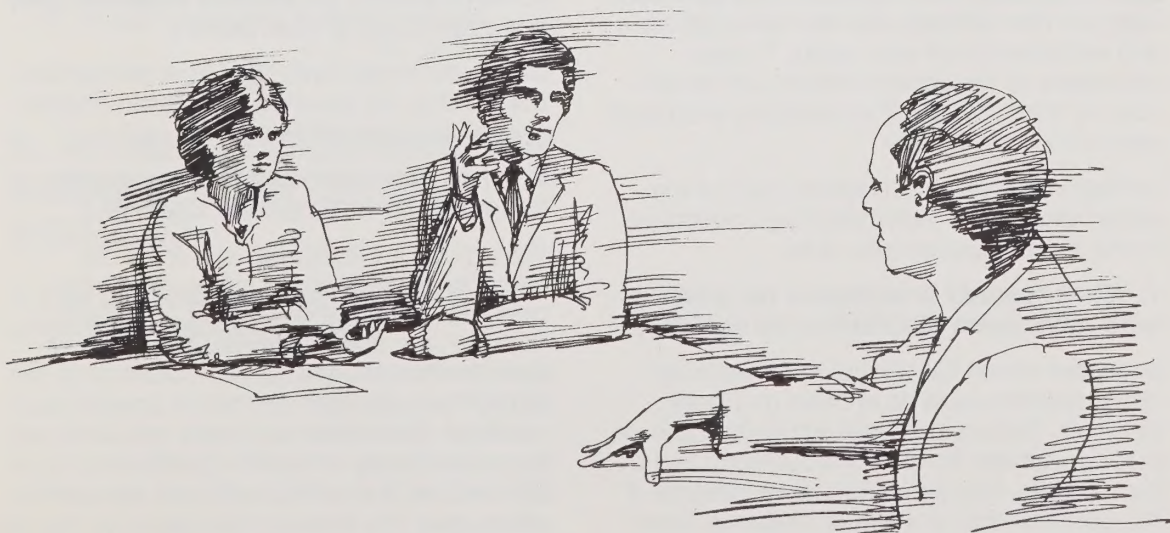
3. If I am the first applicant for a unit, does the landlord have to rent to me if I'm qualified?

No, the landlord has the right to choose the best tenant from among several qualified applicants. You may ask why you were not selected, if the landlord has nothing to hide, they should tell you.

4. As a landlord, manager, don't I have the right to rent to whomever I please?

Yes,...but you may not exclude people from your pool of potential tenants, deliberately or unconsciously, because of their race, sex, national origin, sexual orientation, physical disability or the presence of children in the family.

Whatever criteria you use in the selection of potential tenants it must be applied uniformly to all who apply.



5. As a landlord, how can I protect myself from unfair charges of housing discrimination?

First: set basic relevant criteria for tenants selection and stick to them. These might include number of years in employment, number of years in the area, prior landlord reference, income, credit approval. These are criteria which can help you make a good business decision, and renting property is a business. You may not use vague subjective criteria such as "compatibility" which are frequent covers for other motives.

Second: keep good records. Keep all applications for six months. State your criteria in writing on your application and stick to them.

Third: if you have had more than one complaint filed against you, you should examine either your practices or your motive.

Contrary to popular real estate mythology, there is no money to be made in filing false discrimination suits. If you follow the suggestions above, you are probably secure.

6. What can people do if they feel they have been discriminated against?

Call the San Francisco Human Rights Commission (558-4901) or dial H-O-U-S-E-I-N-G (468-7464) as soon as possible. There are several government agencies who will help with the investigation and enforcement of your rights. Trained counselors at the above numbers will tell you how to protect yourself immediately and direct you to the right agency.

Landlord and real estate agents can call the same numbers for information and assistance in this increasingly complex area.

7. What remedy is available for persons who have been discriminated against?

Under the Unruh Civil Rights Act a victim of discrimination would be entitled to money damages. This could include actual damages including payment for pain and suffering and triple damages. Punitive damages are available if the discrimination is willful or malicious. Costs and attorneys fees would be included. In addition,

a court may issue an injunction ordering rental of the next available apartment to the victims family or families (these cases can be pursued as class actions).

A. FAIR HOUSING FOR CHILDREN

1. As a landlord may I refuse to rent to a family with children?

The San Francisco Fair Housing for Children (FHC) Ordinance prohibits discrimination against families with minor children in the rental or leasing of certain residential property.

2. Can a landlord restrict the number of children or their ages?

The landlord cannot restrict a unit to children of certain ages nor place a quota on the number of children in an apartment building.

3. Can a landlord charge higher rent or higher deposits to families with children?

The landlord cannot make terms more stringent for families with children than for other families.

4. Can a family be evicted because they are expecting a 'new born'?

Landlords cannot have any clause demanding that to stay the tenants shall remain childless or shall not bear children.

5. What may a landlord do if a family has noisy or destructive children?

The Unruh Civil Rights Act preserves the authority of landlords to adopt reasonable rules regulating the conduct of all tenants. However, the State Supreme Court in its recent "Wolfson vs. Marina Point" ruling has rejected the belief that children in general are rowdy or destructive, so it does not justify a landlord refusing to rent to families with children. Yet if a particular tenant actually is destructive, the landlord may deal with that individual in an appropriate manner.

6. Can landlords deprive or restrict use of recreational facilities by children?

Recreational facilities may possibly be restricted only if such restrictions were clearly tied to safety hazards.

7. Can a landlord limit the number of occupants, children included, to a rental unit?

Landlords may limit the number of individuals in a unit only if it can be clearly demonstrated that such a limit is not a pretext for discrimination against families with children.

The FHC Ordinance exempts certain units where the number of occupants exceeds the housing capacity of that unit. The following floor standards must be met:

- a. unit must have one room which exceeds 120 sq. ft. (example: a 10' x 12' room).
- b. each room used for both cooking and living or both living and sleeping purposes must exceed 144 sq. ft. (example: 12' x 12') with each additional person add 40 sq. ft.
- c. every room used for sleeping purposes shall have not less than 80 sq. ft.; when more than two persons occupy a room for sleeping purposes the required added floor space (area) shall be increased at the rate of 50 sq. ft. for each occupant in excess of two.
(S.F. Ord. 320.75)

B. HOUSING DISCRIMINATION REGARDING PHYSICALLY DISABLED

1. Can a landlord refuse to rent to a physically disabled person?

No. Blind persons, visually handicapped persons, deaf persons, and other physically disabled persons have full and equal access to all housing accommodations offered for rent, lease or sale in this state (Sec. 54.1 California Civil Code P (5)

2. A landlord maintains a "No Pets Allowed" policy. Can a landlord use this policy to deny rental to a blind or deaf person who depends on a seeing or hearing guide dog?

No. Landlords must accept seeing or hearing guide dogs as part of a physically handicapped or disabled person's right to fair housing. Even totally or partially blind person, or deaf person or person whose hearing is impaired, has the right to be accompanied by a guide dog or signal dog, especially trained for that purpose without being required to pay extra. The person will be liable for any damage done to the premises or facilities by such dog (C.C.C. 54.2 P (a)).

C. SEXUAL ORIENTATION

1. Can a landlord refuse to rent to persons because of their sexual orientation?

No. A landlord cannot refuse to rent to persons of different sexual orientation. Article 33 of the San Francisco Municipal Code makes it illegal discrimination.

2. Can a landlord state a preference for either male or female tenants "only"?

No. However, tenants seeking roommates for "share rentals," allowed by landlords, may state preference for men or women only.

TENANT AND LANDLORD RIGHTS

This section applies to units which are "exempt" from the S.F. Rent Stabilization Ordinance (owner-occupied buildings of 4 units or less).

I. BEFORE YOU MOVE IN

If I give the landlord a deposit to hold an apartment and one of us changes his mind, can I get my money back?

Depending on the facts involved, you may or may not be able to get your money back. For example, if you give a landlord a deposit to hold an apartment for 30 days and you change your mind after 5 days, a judge may say that you should get part of the deposit back if the landlord immediately rents the apartment to someone else. But, if the landlord doesn't get another tenant, you may give up your deposit. If you feel it is unfair for the landlord to keep the deposit, you might consider talking to a lawyer or going to Small Claims Court.

II. WHEN YOU MOVE IN

You and your landlord should check your apartment together when you move in and fill out a checklist describing the condition of the unit. Then when you move out, the two of you can go through the apartment with this list again, and note any changes.

III. DEPOSITS

- a. Normally, if you rent an unfurnished place, your landlord cannot require you to pay more than two months rent for a deposit; if you rent a furnished place, you cannot be required to pay more than three months rent as a deposit (1950.5(c)(CC)).
- b. Your deposit cannot be withheld to cover the cost of repairing damages which can be considered normal wear and tear (1950.5(e)(CC)).
- c. For tenancies, rental agreements, and leases terminating on or after January 1, 1978, you must receive an itemized written statement explaining what was done with your security deposit within two weeks of your moving out. (1950.5 (k) and (e) C.C.).
- d. If you and your landlord end up in court with a dispute over the deposit, your

landlord must prove that the amount of the deposit he is keeping is reasonable. (C.C. 1950.5 (h)).

In all cases, if you don't receive your refund within two weeks, you should write to your landlord to find out why you haven't. It is preferable to send the letter by certified mail, return receipt requested (keep a copy). If you disagree with your landlord's decision, you can go to Small Claims Court. If you can also show that your landlord's refusal to return the money was not because of some honest dispute but because he wanted to cheat you, you might be able to collect additional "punitive damages" of up to \$200 against him in court (1950.5 (i) and (h)).

If your landlord sells the rental unit while you're living there, he must, within a reasonable amount of time and after proper deductions, either (1) transfer the rest of your deposit to the new landlord and notify you by registered or certified mail, or by personal delivery of the transfer with the new landlord's name and address; or (2) return the remainder of your deposit to you. He must also give you an itemized written account of any deduction.

IV. REPAIRS

How do I get my landlord to make repairs?

Before a landlord offers a unit for rent, that unit must be habitable. A landlord must put a building into a condition fit for human occupancy (C.C. 1941).

Landlords minimum obligations include that:

- a. There are no leaks when it rains, and no broken doors, entrance locks or windows.
- b. The plumbing has to work, including hot and cold water, and a working sewer or septic tank connection.
- c. The heater has to work and be safe.

- d. The lights and wiring have to work and be safe.
 - e. Floors, stairways and railings have to be in good repair.
 - f. when it is rented, the place has to be clean, with no piles of trash or garbage and no rats, mice, roaches or other pests.
 - g. Landlord provides adequate garbage bins with covers for the garbage.
- Inform the landlord, verbally and with a written notice, signed and dated, identifying the items in need of repair or replacement (Keep a Copy).

If the landlord has not done the repairs that you have requested within a reasonable time (a reasonable amount of time depends on the situation, for instance for a broken water heater, one day's notice would be sufficient; on the other hand, for those situations which are not 'life threatening,' a thirty days notice would be appropriate), then you have several options:

- a. You may withhold the rent until repairs are made.
- If you decide to withhold the rent, it can be a complicated process and you should talk to a tenant's counselor or a lawyer before doing so.

- b. You may deduct the cost for repairs (labor and materials) from your monthly rent. Keep a record of all receipts. If you make the repairs on your own, the cost you deduct can't be more than one month's rent, and you can't use this right more than twice in any 12 month period. (C.C. 1942).
- c. You can move out and not be responsible for paying any more rent. Make sure you keep a signed and dated copy of all notes you give your landlord.

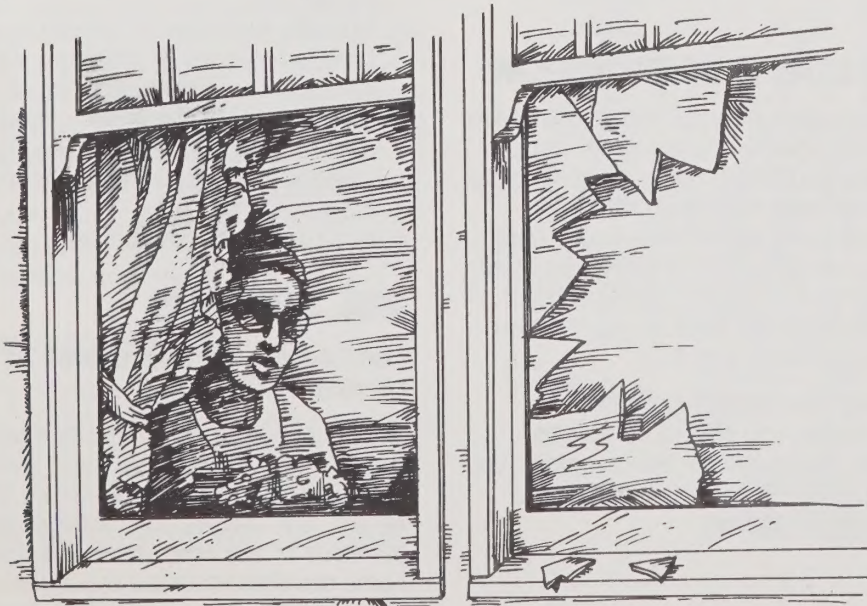
HEAT LAW

The S.F. Housing code, Section 707.A requires that the room temperature be maintained at 68 degrees Farenheit for 13 hours between 5 a.m. and 11 a.m. and between 3 p.m. and 10 p.m..

The heat requirements for 1 and 2 unit buildings mandates that a temperature of 70 degrees be maintained for 11 hours between 6 a.m. and 12 midnight (SFHC 707).

HEAT INSPECTORS:

Call between 8 and 9 a.m. or 4 and 5 p.m.
558-4505.



V. EVICTIONS

Do I have to move if my landlord gives me notice?

When a landlord wants you to move from a month-to-month rental, he/she must first give you a written notice. If you don't comply with the written notice, the landlord's second step is to sue in court.

A landlord can give several types of written notices. He can give you a 30 day notice asking you to leave, and he/she doesn't need to state a reason. Or, if you are behind in your rent, your landlord can send a notice asking you to leave, and he/she doesn't need to state a reason.

Or, if you are behind in your rent, your landlord can send you a notice asking you to pay or move out within 3 days.

Your landlord cannot legally walk into your apartment and physically remove you, lock you out, turn off your utilities, or remove the outside door or any windows with the intention of making you move or illegally remove your personal property from the premises. He/she must go through the courts (789.3 of C.C.).

VI. RETALIATORY EVICTION

If you have complained about the uninhabitable condition of your place, or have given notice requesting the landlord to make repairs or you will deduct their cost from your rent, your landlord cannot evict you, increase your rent, decrease your service or force you to leave involuntarily within 180 days of your action, if his/her purpose is to get back at you for exercising your rights (1942.5 of C.C.).

If you feel that you are the victim of a retaliatory eviction, you should be able to document the repairs and/or the complaint you have made. You cannot give up your rights against retaliatory eviction.

HARASSMENT

Your landlord, or anyone acting for your landlord, can't verbally or physically harass or threaten you, or call the police to try to force you to leave.

What You Can Do

- Keep a list of every incident or harassment. Get witnesses' names if necessary.
- Write a letter to the landlord citing the incidents you have already experienced. Demand that such incidents stop immediately. Keep a copy of the letter.
- You may be able to sue the landlord for actual and punitive damages. Get legal help.
- Get a Restraining Order from Superior Court. You will need legal help. This costs \$75, but the fee can be **waived** if you are **low income**.

VII. PRIVACY

Can my landlord enter my apartment?

You have a basic right of privacy which your landlord should respect. Your landlord may enter your place only in the following case:

- in an emergency, such as flooding, fires, crimes, etc.;
- to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or show the unit to prospective buyers, tenants or work people (after 24-hr. advance written notice);
- when you have abandoned or given up the premises; and
- as a result of a court order.

VIII. SUBLETS

Can I sublet my apartment to another tenant?

Most agreements allow you to sublet only with the landlord's written consent. Some landlords will accept the rent directly from the subtenant. But you are still responsible for the payment of the rent unless the subtenant's name replaces yours on the agreement, or a new agreement is written (See Rent control Explained).

IX. MOVING OUT

How soon does my landlord have to know of my plans to move out?

Written notice of your plans to leave must always be given in advance. Oral notice is not enough. You should give your landlord a written notice that you intend to move 30 days in advance. You and your landlord can agree to even a shorter notice period, as long as it is at least 7 days.

Your notice to move does not have to correspond to a due date for rent. For example, you can pay rent on June 1st, give 30 days notice June 15th and move out July 15th. Of course, you still have to pay the first 15 days rent for July.

If you move out early, you should make an arrangement with your landlord that if someone else moves in, the new tenants will pay the remaining portion of the rent, and you will receive that portion back.

X. CONVERSIONS: RESIDENTIAL HOTELS AND CONDOS

Residential Hotel Conversion

In the event owner posts notice declaring intention to convert, tenants who have occupied their rooms longer than 32 consecutive days are entitled to relocation assistance or replacement housing. For further information, contact the Department of Public Works, Division of Apartment and Hotel Inspection, Room 205, 450 McAllister, 558-4505. For further information and counseling, call the North of Market Planning Coalition (see Resource List p. 14 No. 9)

Condominium Conversions

City ordinances regulate conversions of rental apartments to condominiums. If you are aware of your landlord's intent to convert but have not been so informed and wish to know of your rights contact the Department of City Planning, 450 McAllister, 5th floor, 558-2085.



RENT ORDINANCE EXPLAINED

Who Is (and Isn't) covered by the S.F. Rent Ordinance?

Most rental units in San Francisco are covered by the Ordinance (including single family dwellings, units under HUD programs 207, 220, 231, 221 (d) (4), and units in RAP areas.) The units not covered are:

- Owner-occupied buildings containing 4 residential units or less, provided the owner has lived there for at least 6 continuous months and owns a 50% share in the building. (However, if there is an additional unit on the property which is detached from the main building and has a separate entrance, it is covered under rent control.).
- Buildings constructed or "substantially rehabilitated" after June 15, 1979.
- Any units used for commercial purposes.
- Any units whose rents are controlled or regulated by a government agency, such as Section 8 Housing, Housing Authority, and military bases.
- If you live in a residential hotel for less than 32 continuous days (see Ordinance 37.2 (M) (1)-(7)).

Note: Once a unit has been vacated, the landlord may charge the new tenant any amount he/she wishes. After they take occupancy, the tenant is covered by the provisions of the Ordinance.

RENT INCREASES

1. Annual Rent Increase

On March 1 of each year, the Board shall publish the increase in the Consumer Price Index (CPI) for the preceding 12 months, as made available by the U.S. Department of Labor. A landlord may impose annually a rent increase which does not exceed a tenant's base rent by more than 60% of said published increase. In no event, however, shall the allowable annual

increase be less than 4% or greater than 7%. (Sec. 37.3A. (a) (1)).

2. What does a landlord have to do to get a rent increase approved?

An Annual Increase up to the maximum Annual Percentage Increase, as determined each year by the Rent Board before March 1st. (from within the 4% to 7% range) is permitted without the Rent Board approval.

Where a landlord desires to impose a rent increase which requires approval, he/she must petition the Board before giving legal notice to the tenants. He/she may petition at any time during the year; however, except in extraordinary circumstances any increase granted will not be effective until the tenant's rent increase anniversary date. Petitions are to be filed on forms provided by the Rent Board. The burden of proof is on the landlord and documentation must be provided at time of filing. The filing fee will be \$15 per unit with a maximum of \$150 per petition.

3. Can a landlord go back and collect increases they didn't impose in previous years ("banking")?

If a landlord chooses not to impose all or any part of an annual % Increase, he/she may "bank" this amount and impose it on the tenants next rent increase anniversary date. The only increases which may be accumulated are those increases which could have been imposed on or after April 1, 1982.

4. Any reasons a landlord can increase above the Annual Percentage Increase?

On or before giving legal notice of a rent increase above the annual 4%, the landlord must inform the tenants in writing which part of the increase reflects the annual 4%, which part the P.G.&E. pass-through (a landlord may pass on in-

creased costs of P.G.&E. that is provided to the tenant's unit, or to the common areas of the building without petitioning the Rent Board for approval, as long as the calculation method used is contained in Section 4.11 of the Rules and Regulations).

A tenant must have lived in the building for one continuous year before these costs can be passed on; a utility pass-through may be charged to a tenant only at the time of their annual rent increase anniversary and the amount must be recalculated on a yearly basis. The landlord must use two calendar year periods prior to the effective date of the proposed increase (i.e., the bills for January-December 1980 compared to January-December before the "effective date" Base Year of 1980, or more recent "base" for newer tenants).

The amount of one pass through per room per month will be the same for all tenants of the building living there since 1/1/80 (or an identical more recent move-in date), except that someone living in a 2-bedroom apartment (4 rooms) will pay twice as much as someone living in a studio (2-room).

P.G.&E. pass-throughs do not become part of the tenants' base rent for purposes of calculating future rent increases.

If a tenant feels that a P.G.&E. pass-through has been incorrectly calculated by the landlord, he/she can file a tenant's petition for arbitration with the Rent Board and have a hearing officer verify the amount.

A landlord may also "pass on" improvement work "certified" by the Rent Board. (Sec. 37.7)

Note: "Certified" pass-throughs do not become part of the tenant's "Base rent" for purposes of calculating future Annual Rent Increases (see section 7 of Rules and Regulations).

Other amortised pass-throughs excluded from the "Base Rent" are the "Certifications" done by the Real Estate Dept. prior to October 1, 1983, and the approved "Non certified pass-throughs reviewed by the Rent Board between April 1, 1982 and October 1, 1983 (Noncertifieds" were filings resulting in monthly - charges of less than 10% of a Tenant's Base Rent").

5. Can a landlord raise the rent on account of newborns?

As of April '84 the policy of the S.F. Rent Board is that no extra rent may be charged solely for the addition of a newborn child to an existing tenancy, regardless of the presence of a rental agreement or lease which specifically allows for a rent increase for additional tenants. Such provisions in written rental agreements or leases are deemed to be contrary to public policy.

Can I get interest on my deposit?

Yes, in San Francisco after 9/1/84, on your "Anniversary Date" your landlord will owe you 5% simple interest if you've had a deposit for a year.



6. What causes a Rent Increase Notice to be defective and determined "null and void"? A proper notice to increase rent must be in writing, give at least 30 days notice of the increase, and inform the tenant of:

1. Which portion of the rent increase reflects the Annual % increase; (see ques. 2)
2. Which portion represents an increase based on a prior year's "Banked" increase; (see ques. 3)
3. Which portion is for the pass-through of improvement work "certified" according to Section 37.7 (see ques. 4).
4. Which portion of the rent increase reflects the pass-through of the increased charges for gas and electricity (see ques. 2 & 4). A Notice which does not conform with these provisions is considered "null and void", and the tenant is not obligated to pay any increase based on such a notice (sec. 37.3)

Evictions from S.F. Rent Stabilization Law "Covered" units.

7. What can a tenant do if they feel they are being evicted without good cause?

If a tenant is being evicted without good reason, he/she may file a Report of Alleged Wrongful Eviction at the Residential Rent Stabilization and Arbitration Board at 170 Fell Street, Room 16, (415) 621-RENT. Within 10 days, the landlord should receive a Notice of Report of Alleged Wrongful Eviction with instructions to complete forms and return within 10 days' before a determination on the eviction. The tenant also receives a copy of the notice, which will state the existing situation.

8. What are the "just cause" reasons for evicting someone in San Francisco?

In order for a landlord to recover possession of a unit through eviction, the landlord must specify at least one of 12 "just cause" reasons

in the Notice to Vacate and, that advice about the notice is available from the Rent Board and he/she must at all times be acting in good faith and with honest intent.

Reasons for recovering possession of a unit are:

- a) Failure to pay rent.
- b) Tenant has violated a lawful obligation under the Terms of the Agreement.
- c) Tenant is a nuisance to landlord and other tenants or is causing substantial damage to rental unit.
- d) Tenant using rental unit for illegal purposes.
- e) Tenant refuses to renew a rental or lease agreement that is not materially the same.
- f) Tenant has, after written notice to cease, refused the landlord access to the rental unit as required by state or local law.
- g) The tenant occupying the unit is not the original tenant approved by the landlord.
- h) Landlord seeks to recover possession of unit for the landlords' use or occupancy as his or her principal residence or for immediate relatives for a period of at least 12 continuous months. Landlords must own at least 10% of the property. If a comparable unit in the building is already vacant and available, (or becomes vacant before termination of tenancy) landlord may not recover the contested unit.
- i) The landlord plans to make sure unit is in accordance with a condominium conversion approved under the San Francisco Subdivision Ordinance.
- j) Landlord plans to demolish or permanently remove the rental unit from housing use and has obtained all necessary permits.
- k) The landlord plans capital improvements or rehabilitation work requiring tenant to temporarily vacate unit. Any tenant who vacates under such circumstances may have the right to reoccupy the unit at the prior rent plus approved "pass-throughs."
- l) The landlord seeks to recover possession of unit in order to carry out substantial rehabilitation and has obtained all necessary permits (Sec. 37.2 (p)).

9. If someone's roommate moves out is the unit considered vacated?

No, where the tenants who remain on the premises have been approved by the landlord. For example, by the landlord's acceptance of their payments for rent, the unit still falls

within the provisions of the Ordinance and the rent remains stabilized. However, where the remaining tenants have not been approved by the landlord — notice may be served and eviction proceedings begun to have the unit vacated.



HOUSING SERVICE ORGANIZATIONS

KEY TO HOUSING SERVICES PROVIDED

- A. In-depth counseling.
- B. Landlord/Tenant mediation.
- C. Investigation of complaints.
- D. Referrals to agencies charged with resolution of specific issues.
- E. Referrals to attorneys and other professionals.
- F. Housing workshops.
- G. Representation or preparation for hearings, trials, etc.
- H. Language translation: C-Chinese, S-Spanish, P-Pilipino, V-Vietnamese.

- I. Tenant association organizing.
- J. Landlord services.
- K. Housing referrals & emergency housing.

* See Notes

Unless otherwise noted services are free.

Housing Service Organizations	Housing Services Provided	Notes
1. SAN FRANCISCO TENANTS UNION 558 Capp (20th/21st) San Francisco, CA 94110 Ph: 282-6622	A,B*,C*,D,E,F*,G,H*,I	Mon.-Fri., 10 a.m.-5 p.m. & some eves. No income limits, volunteers welcome. B&C depending on issue; F-call for arrangements H-Spanish only. City-wide service with focus on Mission district.
2. ASIAN LAW CAUCUS 36 Waverly Place, Suite 2 San Francisco, CA 94108 PH: 391-1655	A,B,C,D,E,F,G,H*	Mon.-Fri. 10AM-5PM, Serves Asian community City-wide, with focus on Chinatown/North Beach H-Chinese
3. SELF-HELP FOR THE ELDERLY 640 Pine Street San Francisco, CA 94108 PH: 982-9171	A,B,C,D,E,F,G,H*,I,K*	Mon.-Fri. 9AM-5PM. Must be 60 or older. Serves Chinatown/North Beach, H-Chinese and Philipino K-Housing Referral only
4. LEGAL ASSISTANCE TO THE ELDERLY 335 Valencia, Rm. 202 PH: 861-4444	A,C,D,E,F,G,H*	Mon.-Fri. 9AM-5PM, city-wide service. Must be 58 or older and meet income criteria. H-call for arrange- ments.
5. OLD ST. MARY'S HOUSING 660 California Street/ Grant Avenue San Francisco, CA 94106 PH: 398-0724	A,B,C,D,E,F,G,H*,I	Mon.-Fri. 9AM-5PM, Wed 6- Serves City-wide with focus on Chinatown/ North Beach, Tenderloin, Nob Hill, Hayes Valley. H-call for arrange ments.
6. INDEPENDENT HOUSING SERVICES 25 Taylor, mezzanine2 San Francisco, CA 94102 PH: 441-6781 TDD: 441-6791	A,B,D,G,J*K	Mon.-Fri. 9AM-5PM, Services strictly for the physically disabled. J-Pro- vides consultation to landlords who want to make their units ac- cessible to the disabled.
7. TENDERLOIN NEIGHBORHOOD DEVELOPMENT CORPORATION 474 Eddy Street San Francisco, CA 94109 PH: 776-2151	D,E,F,H,I,J	Mon.-Fri. 9AM-5PM, TNDC develops housing cooperatives for low-in- come residents of the Tenderloin. Also provides landlord services for developing resident self manage- ment.
8. TENDERLOIN HOUSING CLINIC 50 Fell St. San Francisco, CA 94102 PH: 431-6630	A,B*,D,E,F*	Mon.-Fri. 10AM-4PM, Eviction defense service for residents of the Tenderloin/North of Market
9. NORTH OF MARKET PLANNING 295 Eddy St. San Francisco, CA 94109 PH: 474-2164	A,B,C,D,E,F,I	Mon.-Fri. 9AM-5PM, Advocacy and representation for permanent residents of the Tenderloin

10. PUBLIC HOUSING TENANTS ASSOCIATION 1111 Buchanan St. San Francisco, CA 94115 PH: 922-3717	A,C,D,E,F,G,H,I	PHTA serves all residents of units owned by San Francisco Housing Authority.
11. S.F. NEIGHBORHOOD LEGAL ASSISTANCE FOUNDATION Main-Office 870 Market St. Ste. 1103 San Francisco, CA 94109 PH: 433-2535	A,B,C,D,E,G,H	Mon.-Fri. 9AM-12 NOON, Must be low-income to be eligible for free legal services.
12. SAN FRANCISCO HOUSING AND TENANTS COUNCIL Box 827, 55 Sutter St. S.F., Ca. 94104 PH: 398-0724		Housing Advocacy
13 LA RAZA CENTRO LEGAL 2588 Mission Street, Suite 200 San Francisco, CA 94110 PH: 826-5506	A,B*,D,E,F*,G,H* H-Spanish.	Mon.-Fri. 9AM-5PM, Must be low-income. B-will also represent low-income landlords. F-as needed.
14. NORTH MISSION ASSOCIATION. 3251-16th Street San Francisco, CA 94103 PH: 626-2882	A,B,C,D,E,F,G,H,I,J	Mon.-Fri. 10AM-7PM, Primarily serves a 16 block area around 16th and Mission Street. Published community newspaper. volunteers welcome, donations, too.
15. LAWYER'S COMMITTEE FOR URBAN AFFAIRS, S.F. 625 Market San Francisco, CA 94105 PH: 543-9444	E	Lawyer referral for free services.
16. S.F. SHERIFF'S OFFICE VISTA SENIOR HOUSING PROJECT 1672 Eddy Street-EOC Office Ph: 929-0331 or 558-2411 site offices: 333 Randolph Ph: 587-1447 180 Fair Oaks St. 826-1647	A,D,H,K,	Mon.-Fri. 10:00 a.m. - 4:00 p.m. A project staffed by Senior Citizen volunteers to provide emergency housing and referrals for elderly tenants who are victims of court ordered evictions. Services are free, must be elderly.
17. SOUTH OF MARKET ALLIANCE 705 Natoma Street San Francisco, CA PH: 861-6801		Mon.-Fri. 10-5PM Serves South of Market Area
18. WEST BAY PILIPINO MULTI-SERVICE CORP. 335 Valencia Rm. 209 San Francisco, CA 94110 PH: 621-4353	A,B,C,D,E,F,G,H*,I,K	Mon.-Fri. 9-5PM Serves South of Market/ Central City Area H-Pilipino

Other Neighborhood Associations:

Chinatown Neighborhood Improvement Resource Center 391-4133
 Bernal Heights Council 648-5130
 Potrero League of Active Neighbors 824-3496
 Duboce Triangle Association 552-6741
 Nob Hill Neighbors 776-0832
 Park Merced Residents Organization 333-7459
 Haight-Ashbury Neighborhood Council 563-1751
 South of Market Alliance 495-0849

Government Agencies

Housing Services Provided

Notes

RESIDENTIAL RENT STABILIZATION
 AND ARBITRATION (Rent Board)
 170 Fell Street - Room 16
 San Francisco, CA 94102
 PH: 621-RENT; 621-7368

B,C,D,E,F,H

Enforces SF Rent Control
 Ordinance and eviction controls.
 M.W.F.-8:30-5p.m.
 T&Th-8:30-1p.m.

DISTRICT ATTORNEY
 CONSUMER FRAUD UNIT
 850 Bryant Street, Room 32D
 San Francisco, CA 94103
 PH: 553-1814

C,D,E,G,H

Mon.-Fri. 8:00 a.m.-4:30 p.m.
 Also investigates unfair business
 practices.

HUMAN RIGHTS COMMISSION
 FAIR HOUSING UNIT
 1095 Market St., Rm. 504
 San Francisco, CA 94103
 PH: 558-4901

A,B,C,D,E,F,G

Mon.-Fri. 8:00 a.m.-5:00p.m.
 Housing discrimination complaints;
 child discrimination, race, nat'l
 origin, handicapped, marital status,
 sexual orientation, sexism.

DEPT. FAIR EMPLOYMENT AND
 HOUSING (State)
 30 Van Ness Avenue 3rd. fl.
 San Francisco, CA 94102
 PH: 557-2005

B,C,D,E,F,G,H

Mon.-Fri. 8:00a.m.-5:00p.m.
 Housing discrimination complaints
 race, nat'l origin, marital status &
 sex.

SAN FRANCISCO HOUSING AUTHORITY
 440 Turk St.
 PH: 673-5800

B*,C,D,E,F,G,H*

Mon.-Fri. 7:30 a.m.-4:30 p.m.

DEPT. OF HOUSING AND
 URBAN DEVELOPMENT
 FAIR HOUSING /DIVISION (Federal)
 450 Golden Gate Avenue
 San Francisco, CA 94102
 PH: 556-0800

B,C,D,F,H,G

B-Housing discrimination issues only.
 H-C,S,P. Will defend people who
 exercise their rights to fair housing
 under Sec. 817. (Call for further
 info., this also includes home
 buyers.)

Bureau of Building Inspectors - (Including Heat)

3 or more units

558-4505

1 or 2 units

558-3301

Elevator Inspectors (State)....call between 8 & 8:30 a.m.

557-1130

Best time to call between 8:00 a.m. and 9:00 a.m. or 4:00 and 5:00 p.m.

Health Inspectors

1301 Pierce (at Ellis) 558-4196

1525 Silver (at San Bruno) 468-1210

1490 Mason (at Broadway) 558-5044

1351 24th Avenue (at Irving) 546-0774

Electrical Inspectors 861-7363**Plumbing Inspectors** 861-7363**Fire Department**

Headquarters 861-8000

Arson Inspectors 861-8000 ext. 301

Fire Calls 861-8020

Mayor's Office Special Housing Needs

558-2247

Law Library

558-4869

Small Claims Court Advisors

558-5170

Other City Departments**Assessments — Room 101**

558-4011

Permits — 450 McAllister

558-3493

Recorders Ofc. — Room 167

PUBLICATIONS LIST

Additional sources of information on landlord-tenant issues that are available at your local library bookstore:

For Tenants:

California Tenant's Handbook 7th Edition, by Moskowitz, Warner, and Sherman, Nolo Press, Berkeley Revised 1983 \$9.95

Tenant's Rights Handbook, 4th Edition, by San Francisco Tenants Union, 1983 \$4.00

For Landlords:

Landlording, by Leigh Robinson, Nolo Press, 1981 \$15.00

General Information:

Tenant/landlord: Ten of the Most Frequently Asked Questions, California Department of Consumer Affairs, 1983 Free

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